



**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
AGREEMENT FOR ALL ATTENDEES**

(the “Agreement”)

B E T W E E N :

The Undersigned (the “Attendee”)

and

CAMPFIRE CIRCLE; Camp Hollyburn (1986) Limited

(collectively the “Corporation”)

PLEASE READ THIS DOCUMENT CAREFULLY, AND IN ITS ENTIRETY. This document includes a waiver and release of liability for both in-person and virtual programs, and must be read, understood, and agreed to in its entirety by each and every parent and/or guardian, as well as all participants and attendees.

This document applies to all individuals participating in Campfire Circle programs/events or visiting Campfire Circle premises. By agreeing to this document, you represent and warrant that you are 18 years of age or over and/or are the parent and/or legal guardian of all individuals under 18 years of age who are or who will be participating in Camp programs/events or visiting Campfire Circle premises and that you otherwise are authorized, permitted, and have the legal capacity and authority to bind all of the individuals you indicate (including children under the age of 18 years and children 18 and over, or other family members).

In contemplation of the duration of the Attendee’s visit to the Corporation properties located at 4256 Highway 141, Rosseau, ON P0C 1J0 and/or 464-468 Bathurst Street, Toronto, ON M5T 2S6 and/or 209-211 and 431-433 Thompson Road West, Waterford, ON (Rainbow Lake) and/or 16057 Loyalist Parkway, Bloomfield, ON (Garratt’s Island); and other third party locations not owned or operated by the Corporation, other than for the purposes of fulfilling its mandate (collectively “the Camp”)

TERMS AND CONDITIONS

IN CONSIDERATION of the Corporation permitting the Attendee, including campers, parents, guardians, healthcare professionals, corporate groups, rental groups, all volunteers, and all staff, to access the Camp and its amenities, as well as amenities elsewhere at which it may facilitate activities including but not limited to pools, lakes, hiking trails, campgrounds, parks, museums, sports facilities, and event halls, (collectively, the “Amenities”), the Attendee hereby:

1. ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that my and/or my child’s use and enjoyment of the Amenities may involve participation in potentially dangerous and hazardous activities, some of which may take place away from the Camp, including but not limited to, swimming, wading, tubing, wakeboarding, waterskiing, climbing, carabining, traversing ropes/obstacle courses, woodworking, archery, canoeing, kayaking, sailing, paddle boarding, riding motorized watercraft, fishing, dogsledding, skating, cross country skiing, snowshoeing, riding trucks/busses/other motor vehicles which may not be owned or operated by the Corporation, hiking, mountain biking, playing games or sports, cooking, and consumption of food and beverage (collectively, the “Camp Activities”);

2. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that use and enjoyment of the Amenities may not be supervised at all times, and that there are inherent risks of personal injury, drowning, death, or property loss in the Camp Activities, which include, but are not limited to, fractures, loss of limb, spinal cord injury, paralysis, concussion, brain injury, soft-tissue injury, sprains, strains and tears of the muscles and ligaments, and the transmission or contraction of a contagious or infectious disease (including Covid-19), and that bodily injury to my person may further result in chronic pain and/or mental impairments that include, but are not limited to, loss of mental acuity and executive function, cognitive deficit, emotional issues, depression, anxiety and post-traumatic stress;

3. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that consuming or being under the influence of illegal narcotics is absolutely prohibited at the Camp, and that consuming or being under the influence of alcohol, illegal narcotics, or cannabis while participating in any of the Camp Activities is prohibited and increases the likelihood of the risks, dangers, and injuries which are outlined in paragraph two (2) above;

4. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that the Corporation WILL NOT BE LIABLE FOR any loss, damage, disease, expense or injury, including death, to the Attendee arising from participation in any activities organized by third party event or recreation providers, whether or not the Corporation assisted or recommended the third party providers. The Attendee further acknowledges that the Corporation is not responsible for vetting any third party providers, and does not endorse or take responsibility for supervising any third party providers or any Third Party Activities;

5. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that the Camp, the Amenities, the Camp Activities, the Volunteer Activities, and the Third Party Activities could be located in a remote area which can be difficult to access for emergency services and medical personnel. This could increase the response time for emergencies, which in turn could increase the likelihood of or exacerbate the risks, dangers, and injuries which are outlined in paragraphs two (2);

6. ACCEPTS and VOLUNTARILY ASSUMES ALL RISKS, DANGERS AND HAZARDS, KNOWN OR UNKNOWN, caused by any means whatsoever, including, but not limited to participation in the Camp Activities,; the negligence of other Attendees, third parties or guides; the negligence of the Corporation, their present or future directors, officers, shareholders, representatives, agents, employees, staff members, contractors, affiliates, associates, franchises, volunteers, joint venturers, or subsidiaries (collectively , the “**Released Parties**”), including the failure on their part to take reasonable steps to safeguard, warn or protect the Attendee from the risks, hazards and dangers of participating in any activity covered by this Agreement, including but not limited to the Camp Activities, or in any way otherwise related to the Attendee’s visit to the Camp;

7. In consideration of the Corporation permitting me and/or my child access to the Camp and the Amenities, as well as allowing me to participate in the Camp Activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **I hereby agree NOT TO CLAIM AGAINST or sue THE RELEASED PARTIES AND TO WAIVE ANY CLAIMS AGAINST THE RELEASED PARTIES,** for myself and my representatives, dependents, permitted assigns, heirs, executors, assigns, administrators, and next of kin, from any and all liability for any loss, damage, disease contraction/transmission, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of or in any way related to my attendance at the Camp, or participation in any of the Camp Activities, Volunteer Activities, or Third Party Activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS’ LIABILITY ACT, R.S.O. 1990, c.O.2, ON THE PART OF THE RELEASED PARTIES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASED PARTIES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES REFERRED TO ABOVE;**

Clauses 1-7: I Understand _____;

8. ACKNOWLEDGES that I have been informed of my right to obtain INDEPENDENT LEGAL ADVICE prior to signing this Agreement as **I am GIVING UP IMPORTANT LEGAL RIGHTS** as a result of accepting the terms and conditions of this Agreement in exchange for being permitted access to and use of the Camp and the Amenities. I FURTHER ACKNOWLEDGE that by signing this Agreement I have either obtained independent legal advice or have WAIVED the right to obtain such independent legal advice and proceed fully understanding that I am **GIVING UP THE LEGAL RIGHT TO SUE, even in the event of negligence or breach of contract on the part of any of the Released Parties**, and any rights my dependents, heirs, assigns or beneficiaries may have to sue the Released Parties, resulting from injury to my person or my death;

9. WARRANTS that I am not relying on the Corporation to carry or maintain any health, medical, disability, or any other insurance coverage for me, and that I have considered the purchase of third-party medical and travel insurance for the purpose of insuring the risks assumed herein or otherwise, and that: (i) I am physically capable of participating in the Camp Activities, Volunteer Activities, and Third Party Activities that I choose to participate in, and (ii) If, at any time, I believe that any conditions or equipment used during participation in any of the Camp Activities, Volunteer Activities, and Third Party Activities is unsafe, or if I am requested by any representative of the Corporation to discontinue participation, I will immediately discontinue participation in the Camp Activities, Volunteer Activities, and Third Party Activities;

10. AGREES that if I and/or my child becomes ill or injured at the Camp, or during my participation in the Camp Activities, Volunteer Activities, or the Third Party Activities, the Released Parties have my permission to provide first aid and/or medical treatment and/or to seek emergency medical or rescue services as it deems necessary, and at its exclusive discretion, and to provide information about my medical condition and history to third party caregivers.

11. ACKNOWLEDGES and AGREES that my safety and the safety of any minor (under the age of 18) under my care or supervision remains my SOLE RESPONSIBILITY, and I WARRANT AND COVENANT that I WILL NOT LEAVE A MINOR under my care unattended at any time, and that I WILL ENSURE THAT ANY MINOR under my care who participates in any of the Camp Activities does so in a careful, prudent, and responsible manner;

12. CONSENTS, to the use in perpetuity of my name, photograph, likeness and/or voice, or that of any minor under my care, in any promotional material, media or social media posting, including, but not limited to, Facebook, Instagram, and Twitter, without compensation, and in any future publicity carried out by the Corporation; and in addition, you consent to the Corporation using your data, on an anonymized basis, for purposes of fulfilling its mandate.

13. FURTHER ACKNOWLEDGE, AGREE and REPRESENT that I UNDERSTAND that the safety of any child in my care who is participating in the Virtual Program Activities remains MY SOLE RESPONSIBILITY, and I WARRANT that I WILL NOT LEAVE A CHILD under my care UNATTENDED OR UNSUPERVISED AT ANY TIME during their participation in the **Virtual Program Activities**, and that I WILL ENSURE THAT ANY CHILD under my care who participates in any of the Virtual Program Activities, does so in a careful, safe, and responsible manner. This includes the safe, responsible, and legal use of computers, digital devices, and the internet;

14. FURTHER AGREES that if, notwithstanding my execution of this Agreement, I, my child/children, or anyone on behalf of same make(s) a claim against the Corporation, I WILL INDEMNIFY, SAVE AND HOLD THE CORPORATION HARMLESS from any indemnity, litigation expenses, fees, loss, liability, damage or costs, which the Corporation may incur as a result of such claim;

Clauses 8-14: I Understand _____;

15. ACKNOWLEDGES THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, UNDERSTAND THAT **I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY ACCEPTING THE TERMS OF THIS AGREEMENT, INCLUDING THE RIGHT TO SUE**, ACCEPTED IT FREELY AND WITHOUT ANY INFLUENCE, INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Clause 15: I Understand _____;

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ IT, AND UNDERSTAND THAT YOU ARE ACCEPTING LEGAL RESPONSIBILITIES, AND GIVING UP LEGAL RIGHTS AND ACKNOWLEDGING YOUR CHILD WHO MAY PARTICIPATE IN A CAMPFIRE CIRCLE PROGRAM/EVENT OR HAVE INDICATED WILL BE ON CAMPFIRE CIRCLE PREMISES IS INCLUDED UNDER THIS SIGNED AGREEMENT.

Full Name of Attendee/Parent/Legal Guardian:

Signature of Attendee/Parent/Legal Guardian

Full Name of CHILD who is planning to attend programs (if applicable):

Today's Date: _____

AGREEMENT IN FULL FORCE AND EFFECT FOR THE ENTIRETY OF BOTH IN-PERSON AND VIRTUAL PROGRAMS